

1 THE HONORABLE JOHN C. COUGHENOUR

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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 VICTOR WASHINGTON,  
11 Plaintiff,

12 v.

13 STARBUCKS CORPORATION,  
14 Defendant.

Case No. C08-1144-JCC

STIPULATED PROTECTIVE  
ORDER

15 The parties, through counsel, stipulate as follows:

16 1. This Stipulated Protective Order shall govern the use of all documents and  
17 information produced by the parties to this litigation, or any third-party discovery respondent,  
18 whether produced pursuant to discovery request, subpoena, or agreement, as well as all  
19 deposition transcripts and exhibits, and any copies, excerpts, summaries, or portions of court  
20 papers that quote from any of the foregoing (collectively, "Confidential Information").

21 2. The following information shall be deemed to be confidential:

22 a. The plaintiff's medical records, financial records, and social security  
23 number; and

24 b. Other information of a similarly personal or confidential nature including  
25 sensitive proprietary information. A party may designate as "Confidential" only that  
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1 information to which it reasonably believes it is entitled to a protective order under  
2 FRCP 26(c).

3 3. If a party challenges the confidential designation of any document or thing, it  
4 shall so notify the other party in writing and provide that party ten (10) calendar days in which  
5 to move the Court for an order preventing or limiting disclosure. The document or thing shall  
6 be maintained as “Confidential Information” as defined by this Stipulated Protective Order  
7 during the pendency of any such motion. The burden of demonstrating any specific  
8 information or document is confidential is on the party claiming its confidentiality, even if the  
9 objecting party files a motion to challenge the designation of confidentiality. The parties agree  
10 that before seeking any relief from the Court under this paragraph they will make a good faith  
11 effort to resolve any disputes concerning the treatment of any Confidential Information.

12 4. In accordance with this Stipulation, all Confidential Information produced in  
13 this litigation shall be used solely for the purpose of conducting this litigation.

14 5. Information shall be designated “Confidential” as follows:

15 a. Documents. Designation shall be made prior to production by stamping  
16 or writing the word “Confidential” on each page of any such document  
17 or, where appropriate, on the first page of an identifiable group of  
18 documents. Documents shall be stamped in such a location so as not to  
19 interfere with the text of the document and in a location where the stamp  
20 can be easily redacted if such document is to be used as an exhibit at  
21 trial.

22 b. Answers to requests for admissions or interrogatories. Designation shall  
23 be made by stamping or writing the word “Confidential” on or near the  
24 relevant portion of any such answer.

25 c. Deposition transcripts. Designation of Confidential Information in  
26 deposition transcripts must be agreed upon by both parties. Designation

1 of Confidential Information shall be made by a statement on the record  
2 during the course of the deposition or by written notice within twenty  
3 (20) days after receipt of the transcript.

4 6. Except as set forth above, or with prior written consent of the producing party,  
5 no Confidential Information produced in this litigation, or information contained in or derived  
6 from such Confidential Information, may be disclosed to any person other than:

- 7 a. Named parties to the litigation;
- 8 b. Counsel for any party in this litigation;
- 9 c. Persons regularly employed or associated with the counsel of record in  
10 this litigation, when the assistance of such persons is reasonably required  
11 in connection with this litigation;
- 12 d. Expert witnesses, consultants, and investigators retained by any party in  
13 connection with this litigation, to the extent that such disclosure is  
14 reasonably necessary in connection with this litigation;
- 15 e. Potential witnesses and deponents to whom counsel, in good faith,  
16 believe disclosure is reasonably required to assist them in the preparation  
17 or conduct of this litigation;
- 18 f. Any person who is familiar with such information from some context  
19 other than the litigation itself;
- 20 g. The Court; and
- 21 h. The Jury.

22 7. Should any party to this litigation inadvertently produce or disclose to another  
23 party any Confidential Information not designated as Confidential, the producing party shall  
24 immediately notify the recipient(s) and supply otherwise identical replacement information  
25 bearing the appropriate designation. The recipient(s) shall promptly return the original  
26 information and shall make all reasonable efforts to ensure that such information is treated in

1 accordance with the new designation.

2 8. Prior to disclosing any Confidential Information to any person listed in  
3 paragraphs 6(d) or (e) above, the person to whom the disclosure is made shall be shown a copy  
4 of this Agreement and shall agree in writing to comply with its terms, or shall agree orally on  
5 the record during deposition or trial, to be bound by the terms of this Stipulated Protective  
6 Order.

7 9. Any party asserting confidentiality of any information during a deposition shall  
8 seek agreement of the deponent on the record. If the deponent refuses to assent, disclosure of  
9 such information to the deponent during the deposition shall not constitute a waiver of  
10 confidentiality. Under such circumstances, the deponent shall be asked to sign the original  
11 deposition transcript in the presence of the court reporter, and no copy of the transcript or  
12 related exhibits shall be given to the deponent.

13 10. Upon completion of the litigation and if requested by the producing party the  
14 original and all copies of all Documents containing Confidential Information in the possession  
15 of the parties must be returned to their respective counsel or be destroyed.

16 11. Upon completion of the litigation, and subject to paragraph 12 of this  
17 Agreement, counsel for the parties reserve the right to retain all Documents, including  
18 Documents containing Confidential Information, for seven (7) years following the completion  
19 of litigation for the purpose of complying with applicable malpractice insurance. After that  
20 seven (7) year period has expired, and if requested by the producing party, the original and all  
21 copies of all Documents containing Confidential Information must be returned to counsel for  
22 the producing party or destroyed. The non-producing parties must provide to counsel for the  
23 producing party a certificate reflecting such disposition. The parties and their counsel will not  
24 be required to return any Document that was admitted into evidence at trial or that contains  
25 privileged communications or work product.

26 12. Prior to production, Defendant may designate Documents containing

1 particularly sensitive Confidential Information as "Highly Confidential." Upon completion of  
2 the litigation and if requested by Defendant the original and all copies of Documents designated  
3 as "Highly Confidential" shall be returned to Perkins Coie. Perkins Coie shall maintain the  
4 Highly Confidential Documents without cost to plaintiff's counsel for seven (7) years following  
5 the completion of the litigation. If during that seven (7) year period a malpractice claim or  
6 issue requires plaintiff counsel's access to such Highly Confidential Documents, Perkins Coie  
7 shall provide the documents within three days of receipt of written notice from plaintiff's  
8 counsel. There will be no cost to Plaintiff's counsel for the retrieval or delivery of the Highly  
9 Confidential Documents. The Highly Confidential Documents must be returned to Perkins  
10 Coie upon completion of plaintiff's counsel's need for such Documents related to plaintiff  
11 counsel's malpractice claim or issue.

12 13. Nothing in this Stipulated Protective Order restricts any of the parties from using  
13 or disclosing its own Confidential Information for any purpose. This Stipulated Protective  
14 Order also does not restrict the right of a party to use information that was lawfully in its  
15 possession or in the public domain before the date of entry of this Stipulated Protective Order  
16 for legitimate business purposes outside the scope of this litigation.

17 14. The terms of this Stipulation shall survive any settlement, discontinuance,  
18 dismissal, severance, judgment, or other disposition of this litigation, and the Court shall  
19 continue to retain jurisdiction to enforce the terms of this Stipulation.

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21 DATED this \_\_\_\_ day of \_\_\_\_, 2009.

22 PERKINS COIE LLP

FRANK FREED SUBIT & THOMAS, LLP

23  
24 By \_\_\_\_\_  
25 Jeffrey A. Hollingsworth, WSBA #11853  
Chelsea D. Petersen, WSBA #33787  
26 William B. Stafford, WSBA # 39849  
Attorneys for Defendant

By: \_\_\_\_\_  
Joyce L. Thomas, WSBA # 21727  
Jillian M. Cutler, WSBA #39305  
Attorneys for Plaintiff

1 Notwithstanding the foregoing, the parties must comply with Local Rule W.D. Wash.  
2 CR 5(g) with regard to sealing confidential documents filed with the Court.

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4 It is so ordered this 23rd of March, 2009.

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9 John C. Coughenour  
UNITED STATES DISTRICT JUDGE

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Jeffrey A. Hollingsworth  
William B. Stafford  
Perkins Coie LLP  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Email: [JHollingsworth@perkinscoie.com](mailto:JHollingsworth@perkinscoie.com)  
[WStafford@perkinscoie.com](mailto:WStafford@perkinscoie.com)

/s/ Jill Potter  
JILL POTTER